

Brian Hennessy (SBN 226721)  
E-mail: BHennessy@perkinscoie.com

**Perkins Coie LLP**  
3150 Porter Drive  
Palo Alto, CA 94304  
Telephone: (650) 838-4300  
Facsimile: (650) 838-4350

Attorneys for Plaintiff  
craigslist, Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

craigslist, Inc., a Delaware corporation,  
Plaintiff,

v.

JOHN L. STOVER, a Pennsylvania  
resident; and PARADIGM AMO  
CORPORATION, a New Jersey  
corporation,

Defendants.

**Case No. CV-11-03308 (SBA)**

**FINAL JUDGMENT ON CONSENT**

**I. CONFESSION OF JUDGMENT**

Defendants John L. Stover and Paradigm Amo Corporation (collectively “Defendants”) confess, consent and stipulate to judgment in favor of plaintiff craigslist, Inc. (“craigslist”) and authorize the Court to enter judgment granting monetary and permanent injunctive relief in favor of craigslist as set forth below. This Final Judgment on Consent (“Consent Judgment”) arises out of craigslist’s assertion of claims and damages caused by Defendants’ development, utilization and sale of products and services to access and use craigslist’s website and online resources (collectively, the “Services”) without authorization or in excess of authorization, including, but not limited to, posting content on behalf of third parties, selling craigslist telephone-verified accounts, and selling other craigslist-related products and services, and the parties’ agreement to

1 settle craigslist's claims (the "Settlement Agreement"). The terms of the Settlement Agreement  
2 are incorporated herein by reference in their entirety. This Final Judgment on Consent does not  
3 alter or supersede the obligations of any parties pursuant to that Settlement Agreement.

4 In accordance with the Settlement Agreement, Defendants confess, consent and stipulate  
5 to judgment as follows:

6 1. Defendants consent to this Court's jurisdiction over the subject matter at issue in  
7 this action.

8 2. Defendants consent to this Court's personal jurisdiction for the purposes of entry  
9 and enforcement of this Final Judgment on Consent and enforcement of the Settlement  
10 Agreement.

11 3. Defendants consent to entry of judgment for monetary relief against Defendants  
12 and in favor of craigslist in the total amount of Three Million Dollars (\$3,000,000).

13 4. Defendants consent to entry of judgment for permanent injunctive relief against  
14 Defendants and in favor of craigslist immediately and permanently and forever enjoining  
15 Defendants, and their successors, assigns, employees, agents, representatives and all persons and  
16 entities acting in concert or participation with them who receive actual notice of this Final  
17 Judgment on Consent by personal service or otherwise, from:

18 (a) Posting content to the craigslist website on behalf of others, causing content to be  
19 so posted, or accessing the craigslist website and service to post or facilitate posting content on  
20 behalf of others, and from inducing, encouraging, causing, assisting, aiding, abetting or materially  
21 contributing to any other person or entity doing the same;

22 (b) Repeatedly posting the same or similar content on craigslist, posting the same item  
23 or service in more than one category on craigslist, posting the same item or service in more than  
24 one geographic area on craigslist, and from inducing, encouraging, causing, assisting, aiding,  
25 abetting or materially contributing to any other person or entity doing the same;

26 (c) Circumventing technological measures that control access to craigslist's  
27 copyrighted website and/or portions thereof, or that protect craigslist's rights as copyright owner  
28 (including, but not limited to, CAPTCHAS, telephone verification of accounts, and technological

1 tools employed to enforce posting limits per individual account, email address and IP address),  
2 and from inducing, encouraging, causing, assisting, aiding, abetting or materially contributing to  
3 any other person or entity doing the same;

4 (d) Manufacturing, developing, creating, adapting, modifying, exchanging, offering,  
5 selling, distributing, providing, importing, trafficking in, or using technology, products, services,  
6 devices, components, or parts thereof, that are primarily designed or produced for the purpose of  
7 circumventing technological measures that control access to, or provide protection for, craigslist's  
8 copyrighted website and/or portions thereof, including but not limited to PVAs and auto-posting  
9 computer software, and from inducing, encouraging, causing, assisting, aiding, abetting or  
10 materially contributing to any other person or entity doing the same;

11 (e) Accessing or attempting to access craigslist's computers, computer systems,  
12 computer network, computer programs, and data, without authorization or in excess of authorized  
13 access as conditioned by the craigslist TOU, including, but not limited to, creating accounts or  
14 posting content on the craigslist website in a manner that violates the craigslist TOU, and from  
15 inducing, encouraging, causing, assisting, aiding, abetting or materially contributing to any other  
16 person or entity doing the same;

17 (f) Misusing or abusing craigslist, the craigslist website and craigslist services in any  
18 way prohibited by the craigslist TOU;

19 (g) Accessing or using craigslist website for any commercial purpose whatsoever;

20 (h) Using the CRAIGSLIST mark and any confusingly similar designations in Internet  
21 advertisements, domain names, or otherwise in commerce in any manner likely to confuse  
22 consumers as to their association, affiliation, endorsement or sponsorship with or by craigslist;  
23 and

24 (i) Copying or reproducing craigslist's copyrighted material, including but not limited  
25 to, the www.craigslist.org homepage or portions thereof.

26 5. Defendants agree and stipulate that this Final Judgment on Consent is final and  
27 may not be appealed by any party.  
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1 **IT IS SO AGREED.**

2  
3 Dated: \_\_\_\_\_, 2012

**PERKINS COIE LLP**

4 By \_\_\_\_\_  
5 Attorneys for Plaintiff  
6 craigslist, Inc.

7 Dated: \_\_\_\_\_, 2012

**craigslist, Inc.**

8 By \_\_\_\_\_  
9 Jim Buckmaster  
10 Its Chief Executive Officer

11 Dated: \_\_\_\_\_, 2012

**Paradigm Amo Corporation**

12 By \_\_\_\_\_  
13 Its \_\_\_\_\_

14 Dated: \_\_\_\_\_, 2012

**John L. Stover**

15 By \_\_\_\_\_

16  
17 **II. FINAL JUDGMENT**

18 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

19 Dated: \_3/13/12

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21 HONORABLE SANDRA BROWN ARMSTRONG  
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